

#9

SUPPLEMENTAL DECLARATION

Applicant respectfully submits a Supplemental Declaration, which is attached. The Supplemental Declaration lists the priority claim to U.S. Provisional Application No. 60/204,179, filed May 15, 2000, now abandoned.

This Supplemental Declaration is in accord with a Preliminary Amendment, filed on September 21, 2001, further discussed in the remarks below.

SUPPLEMENTAL DECLARATION FOR UNITED STATES PATENT APPLICATION
POWER OF ATTORNEY, DESIGNATION OF CORRESPONDENCE ADDRESSAttorney Docket
43461-201892

As a below named inventor, I hereby declare that my residence, post office address and citizenship are as stated below next to my name, and that I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled **SYSTEM AND METHOD FOR CONSUMER-SELECTED ADVERTISING AND BRANDING IN INTERACTIVE MEDIA**, the specification of which

[] is attached hereto.

[X] was filed on **September 29, 2000**, as Application Serial No. **09/675,958**, and was amended on **September 21, 2001**.

[] was filed under the Patent Cooperation Treaty on _____ Serial No. _____ the United States of America being designated, and was amended on _____ [if applicable].

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose to the Patent and Trademark Office all information known to me to be material to patentability as defined in Title 37, Code of Federal Regulations, 1.56.

I HEREBY CLAIM foreign priority benefits under Title 35, United States Code §119(a)-(d) of §365(b) of any foreign application(s) for patent or inventor's certificate, or §365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below any foreign application for patent or inventor's certificate or of any PCT international application having a filing date before that of the application on which priority is claimed.

Prior Foreign Application Number	Country	Foreign Filing Date	Priority Claimed

I HEREBY CLAIM the benefit under Title 35, United States Code §119(e) of any United States provisional application(s) listed below.

U.S. Provisional Application Number	Filing Date
60/204,179	May 15, 2000

I HEREBY CLAIM the benefit under Title 35, United States Code, §120 of any United States application(s), or §365(c) of any PCT International application designating the United States of America, listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT International application in the manner provided by the first paragraph of Title 35, United States Code §112, I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations, §1.56 which became available between the filing date of the prior application and the national or PCT International filing date of this application.

U.S. Patent Application Number	PCT Patent Application Number	Patent Filing Date	Parent Patent Number

43461-201892:

Page 2 of 2

DECLARATION FOR UNITED STATES PATENT APPLICATION
POWER OF ATTORNEY, DESIGNATION OF CORRESPONDENCE ADDRESS

I hereby appoint the registered attorneys and agents of VENABLE associated with the following customer number to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith:

26694

PATENT TRADEMARK OFFICE

VENABLE is located at 575 7th Street, NW, Washington, DC 20004-1601, Telephone: (202) 344-4000, Telefax: (202) 344-8300. Address all correspondence to VENABLE, Post Office Box 34385, Washington, D.C. 20043-9998.

The undersigned hereby authorizes the registered U.S. attorneys and agents identified herein to accept and follow instructions from the undersigned's assignee, if any, and/or, if the undersigned is not a resident of the United States, the undersigned's domestic attorney, patent attorney or patent agent, as to any action to be taken in the Patent and Trademark Office regarding this application without direct communication between U.S. attorneys and the undersigned. In the event of a change in the person(s) from whom instructions may be taken, the registered U.S. attorneys and agents identified herein will be so notified by the undersigned.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Signature: Laura Lee Kusumoto
First/Sole Inventor: **Laura Lee Kusumoto**
Citizenship: **USA**
Residence and Post Office Address: **315 Santa Rosa Avenue, Apt 3, San Francisco CA 94112**

Date: March 16, 2004

Signature: _____
Second Inventor: **Earl David Sacerdoti**
Citizenship: **USA**
Residence and Post Office Address: **115 Camille Court, Alamo, CA 94507**

Date: _____, 2004

Signature: _____
Second Inventor: **Leila Janine Sigler**
Citizenship: **USA**
Residence and Post Office Address: **15 N. Gordon, Los Altos, CA 94024**

Date: _____, 2004

Signature: _____
Second Inventor: **Sonya Lee Sigler**
Citizenship: **USA**
Residence and Post Office Address: **253 Highland Avenue, San Carlos, CA 94070**

Date: _____, 2004

**DECLARATION FOR UNITED STATES PATENT APPLICATION
POWER OF ATTORNEY, DESIGNATION OF CORRESPONDENCE ADDRESS**

I hereby appoint the registered attorneys and agents of VENABLE associated with the following customer number to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith:

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I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Signature: _____
First/Sole Inventor: **Laura Lee Kusumoto**
Citizenship: **USA**
Residence and Post Office Address: **315 Santa Rosa Avenue, Apt 3, San Francisco CA 94112**

Date: _____, 2004

Signature: Earl David Sacerdoti
Second Inventor: **Earl David Sacerdoti**
Citizenship: **USA**
Residence and Post Office Address: **115 Camille Court, Alamo, CA 94507**

Date: March 16, 2004

Signature: _____
Second Inventor: **Leila Janine Sigler**
Citizenship: **USA**
Residence and Post Office Address: **15 N. Gordon, Los Altos, CA 94024**

Date: _____, 2004

Signature: _____
Second Inventor: **Sonya Lee Sigler**
Citizenship: **USA**
Residence and Post Office Address: **253 Highland Avenue, San Carlos, CA 94070**

Date: _____, 2004

43461-201892:

Page 2 of 2

DECLARATION FOR UNITED STATES PATENT APPLICATION
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PATENT TRADEMARK OFFICE

VENABLE is located at 575 7th Street, NW, Washington, DC 20004-1601, Telephone: (202) 344-4000, Telefax: (202) 344-8300. Address all correspondence to VENABLE, Post Office Box 34383, Washington, D.C. 20043-9998.

The undersigned hereby authorizes the registered U.S. attorneys and agents identified herein to accept and follow instructions from the undersigned's assignee, if any, and/or, if the undersigned is not a resident of the United States, the undersigned's domestic attorney, patent attorney or patent agent, as to any action to be taken in the Patent and Trademark Office regarding this application without direct communication between U.S. attorneys and the undersigned. In the event of a change in the person(s) from whom instructions may be taken, the registered U.S. attorneys and agents identified herein will be so notified by the undersigned.


I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Signature: _____
First/Sole Inventor: Laura Lee Kusumoto
Citizenship: USA
Residence and Post Office Address: 315 Santa Rosa Avenue, Apt 3, San Francisco CA 94112

Date: _____, 2004

Signature: _____
Second Inventor: Earl David Sacerdoti
Citizenship: USA
Residence and Post Office Address: 115 Camille Court, Alamo, CA 94507

Date: _____, 2004

Signature: 
Second Inventor: Leila Janine Sigler
Citizenship: USA
Residence and Post Office Address: 15 N. Gordon, Los Altos, CA 94024

Date: 3/16, 2004

Signature: _____
Second Inventor: Sonya Lee Sigler
Citizenship: USA
Residence and Post Office Address: 253 Highland Avenue, San Carlos, CA 94070

Date: _____, 2004

#531066v2

43461-201892:

Page 2 of 2

DECLARATION FOR UNITED STATES PATENT APPLICATION
POWER OF ATTORNEY, DESIGNATION OF CORRESPONDENCE ADDRESS

I hereby appoint the registered attorneys and agents of VENABLE associated with the following customer number to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith:

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The undersigned hereby authorizes the registered U.S. attorneys and agents identified herein to accept and follow instructions from the undersigned's assignee, if any, and/or, if the undersigned is not a resident of the United States, the undersigned's domestic attorney, patent attorney or patent agent, as to any action to be taken in the Patent and Trademark Office regarding this application without direct communication between U.S. attorneys and the undersigned. In the event of a change in the person(s) from whom instructions may be taken, the registered U.S. attorneys and agents identified herein will be so notified by the undersigned.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Signature: _____

First/Sole Inventor: Laura Lee Kusumoto

Citizenship: USA

Residence and Post Office Address: 315 Santa Rosa Avenue, Apt 3, San Francisco CA 94112

Date: _____, 2004

Signature: _____

Second Inventor: Earl David Sacerdoti

Citizenship: USA

Residence and Post Office Address: 115 Camille Court, Alamo, CA 94507

Date: _____, 2004

Signature: _____

Second Inventor: Leila Janine Sigler

Citizenship: USA

Residence and Post Office Address: 15 N. Gordon, Los Altos, CA 94024

Date: _____, 2004

Signature: _____

Second Inventor: Sonya Lee Sigler

Citizenship: USA

Residence and Post Office Address: 253 Highland Avenue, San Carlos, CA 94070

Date: 3/16, 2004

PATENT ASSIGNMENT

WHEREAS, IDO Systems A/S, a Danish corporation whose principal place of business is Havneparken 2, DK-7100 Vejle, Denmark ("Seller") is the sole and exclusive owner, by assignment as recorded in the United States Patent and Trademark Office at Reel 011708, Frame 0107, of the worldwide patent application known as U.S. application number 09/675,958, filing date September 29, 2000, entitled "System and Method for Consumer-Selected Advertising and Branding in Interactive Media"; and

WHEREAS LEGO Holding A/S, a Danish corporation whose principal place of business is Koldingvej 2, DK-7190 Billund, Denmark ("Buyer") desires to purchase said patent application from Seller;

NOW, THEREFORE, in consideration of and in exchange for the sum of One Dollar (\$1.00) to it in hand paid by Buyer, and other good and valuable consideration, the receipt of which is hereby acknowledged, Seller does hereby sell, assign, transfer, convey and set over to Buyer:

the patent application aforesaid;

all foreign patent applications which may be filed with respect to the foregoing;

all rights of priority with respect to the foregoing under international conventions, including without limitation the Paris Convention for the Protection of Industrial Property, the International Patent Cooperative Union, the European Patent Convention and the Common Market Convention;

all continuations, continuations-in-part, substitutes and divisions of any of the aforesaid applications;

all patents, domestic and foreign, granted on any of the applications included in the foregoing; and

all reissues, patents of addition and extensions of and with respect to all patents, domestic and foreign, included in the foregoing;

the same to be held and enjoyed by Buyer for its own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms for which the said patents are granted, reissued, or extended, as fully and entirely as the same would have been held and enjoyed by Seller if this assignment and sale had not been made, together with all claims for damages by reason of past infringement of said patents, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

Whenever requested to do so by Buyer or its successors, assigns or other legal representatives, Seller shall execute and deliver any and all applications, assignments or other instruments which such requesting party shall deem necessary to more effectively complete the

assignment of the patents and applications referred to herein and to allow Buyer and its successors, assigns or other legal representatives to apply for and obtain letters patent of any country or to otherwise protect their respective interests therein.

And the Seller hereby covenants that it has the full right to convey the entire interest herein assigned, and that it has not executed, and will not execute any agreement or assignment to conflict herewith.


IN WITNESS WHEREOF, Seller has caused these presents to be executed by its duly authorized officers this 29. day of SEPTEMBER 2003.

On behalf of
IDO System A/S


Lars Bo Jensen
President

On behalf of
LEGO Holding A/S


Poul Hartvig Nielsen


Bjarne Engberg-Pedersen

PATENT ASSIGNMENT

WHEREAS, IDO Systems, Inc., a California corporation whose principal place of business is 500 Airport Blvd., Suite 100, Burlingame, CA, 94010 ("Seller") is the sole and exclusive owner, by assignment as recorded in the United States Patent and Trademark Office at Reel 011708, Frame 0107, of the worldwide patent application known as U.S. application number 09/675,958, filing date September 29, 2000, entitled "System and Method for Consumer-Selected Advertising and Branding in Interactive Media"; and

WHEREAS, IDO Systems A/S, a Danish corporation whose principal place of business is Klovermarken 120, 7190 Billund, Denmark ("Buyer") desires to purchase said patent application from Seller;

NOW, THEREFORE, in consideration of and in exchange for the sum of One Dollar (\$1.00) to it in hand paid by Buyer, and other good and valuable consideration, the receipt of which is hereby acknowledged, Seller does hereby sell, assign, transfer, convey and set over to Buyer:

the patent application aforesaid;

all foreign patent applications which may be filed with respect to the foregoing;

all rights of priority with respect to the foregoing under international conventions, including without limitation the Paris Convention for the Protection of Industrial Property, the International Patent Cooperative Union, the European Patent Convention and the Common Market Convention;

all continuations, continuations-in-part, substitutes and divisions of any of the aforesaid applications;

all patents, domestic and foreign, granted on any of the applications included in the foregoing; and

all reissues, patents of addition and extensions of and with respect to all patents, domestic and foreign, included in the foregoing;

the same to be held and enjoyed by Buyer for its own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms for which the said patents are granted, reissued, or extended, as fully and entirely as the same would have been held and enjoyed by Seller if this assignment and sale had not been made, together with all claims for damages by reason of past infringement of said patents, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

Whenever requested to do so by Buyer or its successors, assigns or other legal representatives, Seller shall execute and deliver any and all applications, assignments or other instruments which such requesting party shall deem necessary to more effectively complete the assignment of the patents and applications referred to herein and to allow Buyer and its

successors, assigns or other legal representatives to apply for and obtain letters patent of any country or to otherwise protect their respective interests therein.

And the Seller hereby covenants that it has the full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement or assignment to conflict herewith.

IN WITNESS WHEREOF, Seller has caused these presents to be executed by its duly authorized officers this 10 day of October, 2001.

By: Laura Kusumoto
Its: PRESIDENT

State of _____
County of _____, ss.:

On this ____ day of _____, 2001, before me personally appeared Laura Kusumoto, to me known, who, by me duly sworn, did depose and say that she resides at 162 Cliff Swallow Court, Brisbane, CA 94005, that she is the President of IDO Systems, Inc., the corporation described in and that executed the foregoing instrument; and that she signed her name thereto by order of the board of directors of said corporation.

sec attached
Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Mateo

} ss.

On 10-10-2001

Date

, before me, Eero A. Makela

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

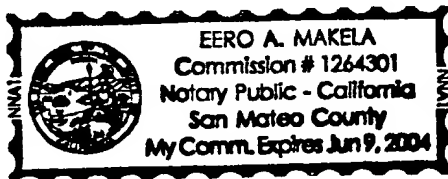
personally appeared

Laura Kusumoto

Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Eero A. Makela

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Patent Assignment

Document Date:

Oct 10, 2001

Number of Pages:

2

Signer(s) Other Than Named Above:

none

Capacity(ies) Claimed by Signer

Signer's Name:

Laura Kusumoto

☐ Individual

☒ Corporate Officer — Title(s):

President

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

IDO Systems, Inc.

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

ASSIGNMENT OF APPLICATION

Docket Number (Optional)

13376.0001 (B)

Whereas, I, Laura Lee Kusumoto of Brisbane, California, hereafter referred to as applicant, have invented certain new and useful improvements in System and Method for Consumer-Selected Advertising and Branding in Interactive Media

☒ for which an application for a United States Patent was filed on September 29, 2000,
Application Number 09 / 675,958

☐ for which an application for a United States Patent was executed on _____, and

Whereas, IDO Systems Inc. of United States herein referred to "assignee" whose mailing address is 500 Airport Blvd., Suite 100, Burlingame, CA 94010 is desirous of acquiring the entire right, title and interest in the same;

Now, therefore, in consideration of the sum of one dollars (\$ 1.00), the receipt whereof is acknowledged, and other good and valuable consideration, I, the applicant, by these presents do sell, assign and transfer unto said assignee the full and exclusive right to the said invention in the United States and the entire right, title and interest in and to any and all Patents which may be granted therefor in the United States, I hereby authorize and request the Commissioner of Patents and Trademarks to issue said United States Patent to said assignee, of the entire right, title, and interest in and to the same, for his sole use and behoof; and for the use and behoof of his legal representatives, to the full end of the term for which said Patent may be granted, as fully and entirely as the same would have been held by me had this assignment and sale not been made.

Executed this second (2nd) day of April, 2001,
at Burlingame, California

Laura L. Kusumoto
(Signature)

State of California SS:

County of San Mateo

Before me personally appeared said Laura Lee Kusumoto
and acknowledged the foregoing instrument to be his free act and deed this 2nd
day of April, 2001

Seal



JANELLE L. DROEGE
COMM. #1202786
NOTARY PUBLIC - CALIFORNIA
SAN MATEO COUNTY

Janelle L. Droege
(Notary Public)

ASSIGNMENT OF APPLICATION

Docket Number (Optional)
13376.0001 (B)

Whereas, I, Earl David Sacerdoti of Alamo, California, hereafter referred to as applicant, have invented certain new and useful improvements in System and Method for Consumer-Selected Advertising and Branding in Interactive Media

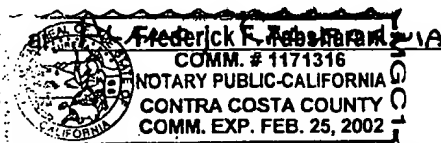
☒ for which an application for a United States Patent was filed on September 29, 2000, Application Number 09 / 675,958.

☐ for which an application for a United States Patent was executed on _____, and

Whereas, IDO Systems Inc. of United States herein referred to "assignee" whose mailing address is 500 Airport Blvd., Suite 100, Burlingame, CA 94010 is desirous of acquiring the entire right, title and interest in the same;

Now, therefore, in consideration of the sum of one dollars (\$ 1.00), the receipt whereof is acknowledged, and other good and valuable consideration, I, the applicant, by these presents do sell, assign and transfer unto said assignee the full and exclusive right to the said invention in the United States and the entire right, title and interest in and to any and all Patents which may be granted therefor in the United States, I hereby authorize and request the Commissioner of Patents and Trademarks to issue said United States Patent to said assignee, of the entire right, title, and interest in and to the same, for his sole use and behoof; and for the use and behoof of his legal representatives, to the full end of the term for which said Patent may be granted, as fully and entirely as the same would have been held by me had this assignment and sale not been made.

Executed this 2 day of APRIL, 2001.



Earl D Sacerdoti
(Signature)

State of CALIFORNIA) SS:
County of CONTRA COSTA
Before me personally appeared said EARL D. SACERDOTI
and acknowledged the foregoing instrument to be his free act and deed this 2
day of April, 2001.

Seal

[Signature]
(Notary Public)

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

ASSIGNMENT OF APPLICATION

Docket Number (Optional)

13376.0001 (B)

Whereas, I, Leila Janine Sigler of Los Altos, California, hereafter referred to as applicant, have invented certain new and useful improvements in System and Method for Consumer-Selected Advertising and Branding in Interactive Media

☒ for which an application for a United States Patent was filed on September 29, 2000,
Application Number 09 / 675,958

☐ for which an application for a United States Patent was executed on _____, and

Whereas, IDO Systems Inc. of United States herein referred to "assignee" whose mailing address is 500 Airport Blvd., Suite 100, Burlingame, CA 94010 is desirous of acquiring the entire right, title and interest in the same;

Now, therefore, in consideration of the sum of one dollars (\$ 1.00), the receipt whereof is acknowledged, and other good and valuable consideration, I, the applicant, by these presents do sell, assign and transfer unto said assignee the full and exclusive right to the said invention in the United States and the entire right, title and interest in and to any and all Patents which may be granted therefor in the United States, I hereby authorize and request the Commissioner of Patents and Trademarks to issue said United States Patent to said assignee, of the entire right, title, and interest in and to the same, for his sole use and behoof; and for the use and behoof of his legal representatives, to the full end of the term for which said Patent may be granted, as fully and entirely as the same would have been held by me had this assignment and sale not been made.

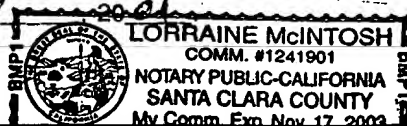
Executed this 3 day of April, 2001,
at Los Altos

Leila Janine Sigler
(Signature)

State of California SS:
County of Santa Clara

Before me personally appeared said Leila Janine Sigler
and acknowledged the foregoing instrument to be his free act and deed this 3
day of April

Seal



Lorraine McIntosh
(Notary Public)

Burden Hour Statement: This form is estimated to take 0.1 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner of Patents and Trademarks, Washington, DC 20231.

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

ASSIGNMENT OF APPLICATION

Docket Number (Optional)

13376.0001 (B)

Whereas, I, Sonya Lee Sigler of San Carlos, California, hereafter referred to as applicant, have invented certain new and useful improvements in System and Method for Consumer-Selected Advertising and Branding in Interactive Media

☒ for which an application for a United States Patent was filed on September 29, 2000,
Application Number 09 / 675,958

☐ for which an application for a United States Patent was executed on _____, and

Whereas, IDO Systems Inc. of United States herein referred to "assignee" whose mailing address is 500 Airport Blvd., Suite 100, Burlingame, CA 94010 is desirous of acquiring the entire right, title and interest in the same;

Now, therefore, in consideration of the sum of one dollars (\$ 1.00), the receipt whereof is acknowledged, and other good and valuable consideration, I, the applicant, by these presents do sell, assign and transfer unto said assignee the full and exclusive right to the said invention in the United States and the entire right, title and interest in and to any and all Patents which may be granted therefor in the United States, I hereby authorize and request the Commissioner of Patents and Trademarks to issue said United States Patent to said assignee, of the entire right, title, and interest in and to the same, for his sole use and behoof; and for the use and behoof of his legal representatives, to the full end of the term for which said Patent may be granted, as fully and entirely as the same would have been held by me had this assignment and sale not been made.

Executed this 3rd day of April, 2001,
at Foster City, CA

Sonya Lee Sigler
(Signature)

State of California) SS:
County of San Mateo)

Before me personally appeared said Sonya Lee Sigler
and acknowledged the foregoing instrument to be his free act and deed this 3rd
day of April, 2001

Seal



Suzanne E. Nopar
(Notary Public)

Burden Hour Statement: This form is estimated to take 10 minutes to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner of Patents and Trademarks, Washington, DC 20231.



PATENT ASSIGNMENT

This Patent Assignment (the "Agreement") is entered into as of March 1, 2004, (the "Effective Date") by and between **Avatizing, LLC**, a California Limited Liability Corporation with offices at 15 N. Gordon Way, Los Altos, CA 94022, USA ("Buyer"), and LEGO Holding A/S, a Danish corporation with its principal place of business at Koldingvej 2, DK-7190, Billund, Denmark ("Seller").

Recitals

- A. Whereas, Seller has made a prior investment in IDO Systems A/S, which formerly had a US subsidiary, named IDO Systems, Inc.;
- B. Whereas, Buyer is comprised of four principals who were contractors or employees of IDO Systems, Inc., the former US subsidiary of IDO Systems A/S and these principals are the named inventors on US Patent Application serial no. 09/675,958 PCT/US01/11772;
- C. Whereas, Seller is the sole and exclusive owner, by assignment from IDO Systems A/S as recorded in the United States Patent and Trademark Office at Reel 011708, Frame 0107, of the patent application known as U.S. application number 09/675,958, filing date September 29, 2000, entitled "System and Method for Consumer-Selected Advertising and Branding in Interactive Media," which is set forth in Exhibit A, which is attached hereto and incorporated herein by reference, and LEGO Holding A/S desires to sell such patent application; and
- D. Whereas, Buyer desires to buy patent application from Seller for the further commercialisation of such patent application.

NOW, THEREFORE, in consideration of the premises and the respective representations, warranties, covenants and agreements contained herein, the parties hereto agree as follows:

1. Definitions.

In this Agreement the terms shall have the following meaning:

"IDO Patent" shall have the meaning as described in Article 2 of this Agreement.

"Licensed Product" shall mean any article, product, or service falling within the scope of any of the claims of the IDO Patent, as defined below in Section 2, but not limited to designs, software, or computer programs, using the IDO Patent.

"Net Invoice Price" shall mean the actual invoiced price of a Licensed Product in an arm's length transaction less 1) any documented cost required to maintain, develop, and market the patent application in connection with the filings and registrations, etc of the IDO Patent; and 2) transport freight and value added tax and other duties and taxes assessed directly on sales to the extent identified on the invoice, PROVIDED THAT in a case where the Licensed Products are:

- (i) rented, leased, let out or hired or otherwise disposed to a customer by the Buyer or any licensee; or
- (ii) used by the Buyer or any licensee for its own commercial purposes; or
- (iii) incorporated in any larger equipment or apparatus and supplied by the Buyer or any licensee at a price which is included in the price for the larger equipment or apparatus;

the Net Invoice Price of each such Licensed Product shall be deemed to be equivalent to the Net Invoice Price which would have been applicable under this Agreement had such Licensed Product been sold to an independent arm's-length customer.

"Royalty rate", 15% (fifteen percent) of the Net Invoice Price for the first one million dollars (\$1,000,000) in sales and 10% (ten percent) of the Net Invoice Price for anything greater one million dollars in sales; The rates mentioned shall be altered to 7.5% and 5% respectively after five (5) years.

2. Transfer of Rights.

- 2.1 Seller does hereby sell, assign, transfer, convey and set over to Buyer, the following rights: (i) the patent application aforesaid; (ii) all foreign patent applications which may be filed with respect to the foregoing; (iii) all rights of priority with respect to the foregoing under international conventions, including without limitation the Paris Convention for the Protection of Industrial Property, the International Patent Cooperative Union, the European Patent Convention and the Common Market Convention; (iv) all continuations, continuations-in-part, substitutes and divisions of any of the aforesaid applications; (v) all patents, domestic and foreign, granted on any of the applications included in the foregoing; and (vi) all reissues, patents of addition and extensions of and with respect to all patents, domestic and foreign, included in the foregoing (altogether, which shall mean the "IDO Patent");

the same to be held and enjoyed by Buyer for its own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms for which the said patents are granted, reissued, or extended, as fully and entirely as the same would have been held and enjoyed by Seller if this assignment and sale had not been made, together with all claims for damages by reason of past infringement of said patents, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

- 2.2 In the event that Buyer subsequently sells the IDO Patent, in one of the forms described in Article 2.1, without incorporating it into a Licensed Product, the Buyer shall continue to be under an obligation to pay royalty at the Royalty Rate agreed, applied to any sum received by Buyer from a sale of the IDO Patent, whether as a one time payment, payment in instalments or as a royalty.

3. Purchase Price

- 3.1 In consideration for the transfer of rights set forth in Section 2 above, the Buyer shall pay to the Seller for a period of ten (10) years a royalty at the specified Royalty Rate applied to the Net Invoice Price of each Licensed Product manufactured, used, or supplied by the Buyer and/or its licensees.
- 3.2 The Royalty shall become payable by the Buyer under this Agreement in respect of each Product when actually paid for by a customer, whether it is for a sale, rent, lease or license of the Licensed Products; PROVIDED ALWAYS that with respect to any Licensed Product supplied or put into use as provided above, only a single royalty shall be payable in respect of such manufacture, use, or supply.
- 3.3 Royalties payable under this Agreement are exclusive of any value added (or like) tax which may be payable on them and shall be paid gross without deduction of any withholding or other income taxes and if subject to withholding or other income taxes.
- 3.4 Royalties payable under this Agreement shall be paid in \$ (US Dollars) within 30 days of the end of each successive quarterly period commencing on 1 January, 1 April, 1 July, 1 October, in each year. Interest shall be payable (calculated on a daily basis) on any overdue payments from the date payment is due until the actual date of payment at a rate of 5% (five) per cent over the base lending rate of the Danish National Bank from time to time.

- 3.5 At the same time as payment of any such royalties falls due the Buyer shall submit or cause to be submitted to the Seller a statement in writing recording the calculation of royalty payable under this Agreement in particular:
- (i) the number of Licensed Products that have been supplied or put into use during the previous quarter;
 - (ii) the number of Products using the Licensed Products which have been manufactured during the previous quarter but not yet supplied or put into use;
 - (iii) the Net Invoice Price of each Licensed Product supplied or put into use during the previous quarter; and
 - (iv) the amount of royalties due and payable and the amount of any tax deductible or due to be deducted from such amount.
- 3.6 The Buyer shall keep proper records and books of account showing the quality, description and price of the Licensed Products supplied or put into use. Such records and books shall be kept separate from any records and books not relating solely to the Licensed Products. Not more than once per calendar year and upon 10 (ten) days' prior written notice to Buyer, such records and books shall be open to inspection and audit by the Seller or its duly authorised agent or representative who shall be entitled to take copies of or extracts from the same. In the event such inspection or audit should reveal a discrepancy in the royalties paid from those payable under this Agreement the Buyer shall immediately remit payment for such shortfall and in the event that such shortfall is greater than 10% (ten percent), reimburse the Seller for any reasonable charges incurred for such audit or inspection.
- 3.7 Section 3.6 above shall remain in force for a period of one (1) year following the ten (10) year royalty period set forth in Section 3.1 above.

4. Provisions of Know How

- 4.1 As the principals of Buyer, prior to this Agreement, have been contractors or employees of IDO Systems Inc. (which, when it was operating, owned the IDO Patent), the Buyer acknowledges that it has all the necessary know how to utilise, exploit and develop the Licensed Product to the benefit of both parties. The Seller therefore has no further obligations towards Buyer in terms of providing Buyer with know how relating to the use of the Transferred Rights and the manufacture of Products using the Transferred Rights.
- 4.2 Any know-how furnished by the Seller shall be used by the Buyer only for the purpose of the manufacture of Products using the Transferred Rights and shall be subject to the provisions of confidentiality set forth in Section 5 below.

5. Confidentiality

- 5.1 Each Party shall keep and shall procure that its respective directors and employees [and for Buyer, any of its licensees keep secret and confidential all know-how relating to the manufacture of the Licensed Products, the terms of this Agreement, and other information (whether or not technical) of a confidential nature, which in both cases has been communicated to it by the other party either preparatory to or as a result of this Agreement and shall not disclose the same or any part of the same to any person whatsoever other than to its directors or employees or to its sub-licensees directly or indirectly concerned in the manufacture, use or sale of the Licensed Products PROVIDED THAT before any such disclosure takes place such party shall procure that each of the directors and employees and sub-licensees concerned shall execute a confidentiality undertaking with it in a form no less protective as that required herein.
- 5.2 The provisions of Section 5.1 shall not apply to such know-how and information of either party; (a) which becomes public knowledge otherwise than through a breach of an obligation of confidentiality

owed (whether directly or indirectly) to the disclosing party; or (b) is necessarily disclosed as a result of the marketing of or the servicing or repair of the Licensed Products.

- 5.3 The provisions of this Section 5 shall remain in force notwithstanding the expiration or earlier termination of this Agreement for any reason, for a period of 3 (three) years.

6. General

- 6.1 Severability. If any clause or any part of any clause in this Agreement is declared invalid or unenforceable by the judgment or decree, by consent or otherwise of a court of competent jurisdiction from whose decision no appeal is or can be taken all other clauses or parts of clauses in this Agreement shall remain in full force and effect and shall not be affected thereby for the term of this Agreement.

- 6.2 Waiver. No relaxation forbearance delay or indulgence by either party in enforcing any of the terms and conditions of this Agreement or the granting of time by either party to the other shall prejudice, affect or restrict the rights and powers of that party nor shall any waiver by either party of any breach of this Agreement operate as a waiver of or in relation to any subsequent or any continuing breach of this Agreement.

- 6.3 Amendments. This Agreement may not be amended unless in writing signed by the duly authorised officer of each party.

- 6.4 Cooperation. The parties shall execute all further documents as may be necessary or desirable to give full effect to the terms of this Agreement and to protect the rights of the parties under it.

- 6.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to its subject-matter and each party confirms to the other that it has not entered into this Agreement on the basis of or in reliance on any representations or warranties made or given by the other party its servants or agents.

- 6.6 Notice. Any notice or other document to be given under this Agreement shall be given by sending the same in a pre-paid first class letter or by courier to the address of the relevant party set out in this Agreement or to any other address which that party may have notified to the other for such purpose. Any notice sent by post shall be deemed (in the absence of evidence of earlier receipt) to have been delivered 14 days after despatch and in proving the fact of despatch it shall be sufficient to show that the envelope containing such notice was properly addressed stamped and posted.

- 6.7 Warranty. As described in the above, Section 4.1, the Buyer is aware of that the IDO Patent is only a pending patent (an application), and as such must be cultivated. The Seller gives no guarantee to what extent the IDO Patent may in fact be licensed or to what extent the IDO Patent may be used commercially.

- 6.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of California without respect to its conflicts of law principles

7. Termination

- 7.1 Seller shall have the right to terminate this Agreement immediately upon written notice to Buyer if;

- (i) Buyer shall fail to make any payment when it becomes due or shall fail to perform or observe any obligation on its part to be performed or observed under this Agreement PROVIDED THAT in a case where (in the reasonable opinion of the Seller) the breach is remediable such notice from the Seller shall also require the Buyer to remedy the breach and if the Buyer so remedies within 30 days of the notice being served such notice to terminate this Agreement shall be deemed to be void and of no effect; or
- (ii) if an interim order is applied for or made, or a voluntary arrangement approved, or if a petition for a bankruptcy order is presented or a bankruptcy order is made against the Buyer or if

a receiver or trustee in bankruptcy is appointed of the Buyer's estate or (the Buyer being a company) a voluntary arrangement is proposed or approved or an administration order is made, or a receiver or administrative receiver is appointed over any of the Buyer's assets or undertaking or a winding-up resolution or petition is passed or presented (otherwise than for the purposes of reconstruction or amalgamation) or if any circumstances arise which would entitle the court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order or other similar or equivalent action is taken against or by the Buyer by reason of its insolvency or in consequence of debt.

7.2 On termination of this Agreement, however arising;

- (i) all outstanding sums repayable by the Buyer to the Seller shall immediately become due and payable;
- (ii) all rights transferred shall be returned to the Seller, as the Seller's sole property;
- (iii) the Buyer shall cease all and any exploitation of the IDO Patent whether by means of licensing or otherwise;
- (iv) the Buyer shall co-operate in cancelling any registration of this Agreement, and the hand back to the Seller of the IDO Patent

7.3 The termination of this Agreement, however arising, shall be without prejudice to the provisions of this Section 7 and to any rights of either party which may have accrued by at or up to the date of termination.

8. Costs

The Buyer shall bear all costs in relation to the hand over of the IDO Patent, hereunder, but not limited to costs, in connection with the registration of the Buyer as owner of the IDO Patent.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be signed and delivered by its duly authorized officer.

LEGO Holding A/S

Avatizing, LLC

Poul Hartvig Nielsen
Vice President

Lee Sigler, Principal

Bjarne Engberg Pedersen
Director

List of Exhibits

Exhibit A – US Patent Application serial no. 09/675,958 PCT/US01/11772.

Exhibit A
US Patent Application serial no. 09/675,958 PCT/US01/11772

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PATENT ASSIGNMENT

This Patent Assignment (the "Agreement") is entered into as of March 1, 2004, (the "Effective Date") by and between Avertiga, LLC, a California Limited Liability Corporation with offices at 15 N. Gordon Way, Los Altos, CA 94022, USA ("Buyer"), and LEGO Holding A/S, a Danish corporation with its principal place of business at Kongens Lyngby 2, DK-2150, Ballund, Denmark ("Seller").

Recitals

- A. Whereas, Seller has made a prior investment in IDO Systems A/S, which formerly had a US subsidiary, named IDO Systems, Inc.
- B. Whereas, Buyer is composed of four principals who were contractors or employees of IDO Systems, Inc., the former US subsidiary of IDO Systems A/S and these principals are the named inventors on US Patent Application serial no. 29576,868 PCT/US01/11772.
- C. Whereas, Seller is the sole and exclusive owner, by assignment from IDO Systems A/S as reported in the United States Patent and Trademark Office at Reel 011708, Frame 0107, of the patent application known as U.S. application number 09/576,999, filing date September 29, 2000, entitled "System and Method for Consumer-Selected Advertising and Branding in Interactive Media," which is set forth in Exhibit A, which is attached hereto and incorporated herein by reference, and LEGO Holding A/S desires to sell such patent application; and
- D. Whereas, Buyer desires to buy patent application from Seller for the further commercialization of such patent application.

NOW, THEREFORE, in consideration of the premises and the respective representations, warranties, covenants and agreements contained herein, the parties hereto agree as follows:

1. Definitions.

In this Agreement the terms shall have the following meaning:

"IDO Patent" shall have the meaning as described in Article 2 of this Agreement.

"Licensed Product" shall mean any article, product, or service falling within the scope of any of the claims of the IDO Patent, as defined below in Section 2, but not limited to designs, software, or computer programs, using the IDO Patent.

"Net Invoice Price" shall mean the actual invoiced price of a Licensed Product in an arm's length transaction less 1) any documented cost required to maintain, develop, and market the patent application in connection with the filings and registrations of the IDO Patent; and 2) transport freight and value added tax and other duties and taxes assessed directly on sales to the end user identified on the invoice. PROVIDED THAT in a case where the Licensed Products are:

- (i) received, leased, let out or hired or otherwise disposed to a customer by the Buyer or any licensee; or
- (ii) used by the Buyer or any licensee for its own commercial purposes; or
- (iii) incorporated in any larger equipment or apparatus and supplied by the Buyer or any licensee at a price which is included in the price for the larger equipment or apparatus;

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The Net Invoice Price of each such Licensed Product shall be deemed to be equivalent to the Net Invoice Price which would have been applicable under this Agreement had such Licensed Product been sold to an independent arm's-length customer.

Royalty rate. 15% (fifteen percent) of the Net Invoice Price for the first one million dollars (\$1,000,000) in sales and 10% (ten percent) of the Net Invoice Price for any greater one million dollars in sales. The rates mentioned shall be altered to 7.5% and 6% respectively after five (5) years.

2. Transfer of Rights.

- 2.1 Seller does hereby sell, assign, transfer, convey and set over to Buyer, the following rights: (i) the patent application aforesaid; (ii) all foreign patent applications which may be filed with respect to the foregoing; (iii) all rights of priority with respect to the foregoing under international conventions, including without limitation the Paris Convention for the Protection of Industrial Property, the International Patent Cooperative Union, the European Patent Convention and the Common Market Convention; (iv) all continuations, continuations-in-part, substitutes and divisions of any of the aforesaid applications; (v) all patents, domestic and foreign, granted on any of the applications included in the foregoing; and (vi) all future patents of addition and extensions of and with respect to all patents, domestic and foreign, included in the foregoing (together, which shall mean the "IDO Patent").

the same to be held and enjoyed by Buyer for its own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the term of years for which the said patents are granted, renewed, or extended, as fully and entirely as the same would have been held and enjoyed by Seller if this assignment and sale had not been made, together with all claims for damages by reason of past infringement of said patents, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

- 2.2 In the event that Buyer subsequently sells the IDO Patent, in one of the forms described in Article 2.1, without incorporating it into a Licensed Product, the Buyer shall continue to be under an obligation to pay Royalty at the Royalty Rate agreed, applied to any sum received by Buyer from a sale of the IDO Patent, whether as a one-time payment, payment in installments or as a royalty.

3. Purchase Price

- 3.1 In consideration for the transfer of rights set forth in Section 2 above, the Buyer shall pay to the Seller for a period of ten (10) years a royalty at the specified Royalty Rate applied to the Net Invoice Price of each Licensed Product manufactured, used, or supplied by the Buyer under its license.
- 3.2 The Royalty shall become payable by the Buyer under this Agreement in respect of each Product when actually paid for by a customer, whether it is for a sale, rent, lease or license of the Licensed Product; PROVIDED ALWAYS that with respect to any Licensed Product supplied or put into use as provided above, only a single royalty shall be payable in respect of such manufacture, use, or supply.
- 3.3 Royalties payable under this Agreement are exclusive of any value added (or like) tax which may be payable on them and shall be paid gross without deduction of any withholding or other income taxes and is subject to withholding or other income taxes.
- 3.4 Royalties payable under this Agreement shall be paid in \$ (US Dollars) within 30 days of the end of each successive quarterly period commencing on 1 January, 1 April, 1 July, 1 October, in each year. Interest shall be payable (calculated on a daily basis) on any overdue payments from the date payment is due until the actual date of payment at a rate of 6% (six) per cent over the base lending rate of the Danish National Bank from time to time.

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3.5 At the same time as payment of any such royalties due the Buyer shall submit or cause to be submitted to the Seller a statement in writing recording the calculation of royalty payable under this Agreement in particular:

- (i) the number of Licensed Products that have been supplied or put into use during the previous quarter;
- (ii) the number of Products using the Licensed Products which have been manufactured during the previous quarter but not yet supplied or put into use;
- (iii) the Net Invoice Price of each Licensed Product supplied or put into use during the previous quarter; and
- (iv) the amount of royalties due and payable and the amount of any tax deductible or due to be deducted from such amount.

3.6 The Buyer shall keep proper records and books of account showing the quantity, description and price of the Licensed Products supplied or put into use. Such records and books shall be kept separate from any records and books not relating solely to the Licensed Products. Not more than once per calendar year and upon 10 (ten) days' prior written notice to Buyer, such records and books shall be open to inspection and audit by the Seller or his duly authorized agent or representative who shall be entitled to take copies of or extracts from the same. In the event such inspection or audit should reveal a discrepancy in the royalties paid from those payable under this Agreement the Buyer shall immediately make payment for such shortfall and in the event that such shortfall is greater than 10% (ten percent), reimburse the Seller for any reasonable charges incurred for such audit or inspection.

3.7 Section 3.6 above shall remain in force for a period of one (1) year following the ten (10) year royalty period set forth in Section 3.1 above.

4. Provisions of Know How

4.1 As the principals of Buyer, prior to this Agreement, have been contractors or employees of HQ Systems Inc. (which, when it was operating, owned the HQ Patent), the Buyer acknowledges that it has all the necessary know-how to utilize, exploit and develop the Licensed Product to the benefit of both parties. The Seller therefore has no further obligations towards Buyer in terms of providing Buyer with know-how relating to the use of the Transferred Rights and the manufacture of Products using the Transferred Rights.

4.2 Any know-how furnished by the Seller shall be used by the Buyer only for the purpose of the manufacture of Products using the Transferred Rights and shall be subject to the provisions of confidentiality set forth in Section 5 below.

5. Confidentiality

5.1 Each Party shall keep and shall procure that its respective directors and employees (and for Buyer, any of its licensees) keep secret and confidential all know-how relating to the manufacture of the Licensed Products, the terms of this Agreement, and other information (whether or not technical) of a confidential nature, which in both cases has been communicated to it by the other party either preparatory to or as a result of this Agreement and shall not disclose the same or any part of the same to any person whatsoever other than to its directors or employees or to its sub-licensees directly or indirectly concerned in the manufacture, use or sale of the Licensed Products PROVIDED THAT before any such disclosure takes place such party shall procure that each of its directors and employees and sub-licensees concerned shall execute a confidentiality undertaking with it in a form no less protective as that required herein.

5.2 The provisions of Section 5.1 shall not apply to such know-how and information of either party; (a) which has become public knowledge otherwise than through a breach of an obligation of confidentiality

owned (whether directly or indirectly) to the disclosing party, or (b) is necessarily disclosed as a result of the marketing of or the servicing or repair of the Licensed Products.

- 5.3. The provisions of this Section 5 shall remain in force notwithstanding the expiration or earlier termination of this Agreement for any reason, for a period of 3 (three) years.

6. General

- 6.1. Severability: If any clause or any part of any clause in this Agreement is declared invalid or unenforceable by the judgment or decree, by consent or otherwise of a court of competent jurisdiction from whose decision no appeal is or can be taken, all other clauses or parts of clauses in this Agreement shall remain in full force and effect and shall not be affected thereby for the term of this Agreement.

- 6.2. Waiver: No relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of this Agreement or the granting of time by either party to the other shall preclude, affect or restrict the rights and powers of that party nor shall any waiver by either party of any breach of this Agreement operate as a waiver of or in relation to any subsequent or any continuing breach of this Agreement.

- 6.3. Amendment: This Agreement may not be amended unless in writing signed by the duly authorized officer of each party.

- 6.4. Compliance: The parties shall execute all further documents as may be necessary or desirable to give full effect to the terms of this Agreement and to protect the rights of the parties under it.

- 6.5. Entire Agreement: This Agreement constitutes the entire agreement between the parties relating to its subject matter and each party confirms to the other that it has not entered into this Agreement on the basis of or in reliance on any representations or warranties made or given by the other party its servants or agents.

- 6.6. Notice: Any notice or other document to be given under this Agreement shall be given by sending the same in a pre-paid first class letter or by courier to the address of the recipient party set out in this Agreement, or to any other address which that party may have notified to the other for such purpose. Any notice sent by post shall be deemed (in the absence of evidence of earlier receipt) to have been delivered 14 days after despatch and in proving the fact of despatch it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and posted.

- 6.7. Warranty: As described in the above, Section 4.1, the Buyer is aware of that the IDO Patent is only a pending patent (an application), and as such must be evaluated. The Seller gives no guarantee to what extent the IDO Patent may in fact be licensed or to what extent the IDO Patent may be used commercially.

- 6.8. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of California without respect to its conflicts of law principles.

7. Termination

- 7.1. Seller shall have the right to terminate this Agreement immediately upon written notice to Buyer if:

- (i) Buyer shall fail to make any payment when it becomes due or shall fail to perform or observe any obligation on its part to be performed or observed under this Agreement PROVIDED THAT in a case where (in the reasonable opinion of the Seller) the breach is remediable such notice from the Seller shall also require the Buyer to remedy the breach and if the Buyer so remedies within 30 days of the notice being served such notice to terminate this Agreement shall be deemed to be void and of no effect; or

- (ii) If an interim order is applied for or made, or a voluntary arrangement approved, or if a petition for a bankruptcy order is presented or a bankruptcy order is made against the Buyer

or, if a receiver or trustee in bankruptcy is appointed of the Buyer's estate or (the Buyer being a company) a voluntary arrangement is proposed or approved or an administration order is made, or a receiver or administrative receiver is appointed over any of the Buyer's assets or undertaking or a winding-up resolution or petition is passed or presented (otherwise than for the purposes of reconstruction or amalgamation) or if any circumstances arise which would enable the court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order or other similar or equivalent action is taken against or by the Buyer by reason of its insolvency or in consequence of debt.

7.2 On termination of this Agreement, however arising:

- (i) all outstanding sums repayable by the Buyer to the Seller shall immediately become due and payable;
- (ii) all rights transferred shall be returned to the Seller, as the Seller's sole property;
- (iii) the Buyer shall cease all and any exploitation of the IDO Patent whether by means of licensing or otherwise;
- (iv) the Buyer shall co-operate in cancelling any registration of this Agreement, and the hand back to the Seller of the IDO Patent.

7.3 The termination of this Agreement, however arising, shall be without prejudice to the provisions of this Section 7 and to any rights of either party which may have accrued by at or up to the date of termination.

8. Costs

The Buyer shall bear all costs in relation to the hand over of the IDO Patent, hereunder, but not limited to costs, in connection with the registration of the Buyer as owner of the IDO Patent.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be signed and delivered by its duly authorized officer.

LEGO Licensing A/S

Avatizing, LLC

Poul Henning Nielsen
Chief Executive Officer

Leo Singer, Principal

Peter Kier
Director

Head of Europe

Exhibit A - US Patent Application serial no. 09/678,968 PCT/A80/141772.